

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

KEITH HOWARD, et al,

Plaintiff,

v.

REDLINE GLOBAL, LLC.,

Defendant.

CIVIL NO. 21-1538 (RAM)

MEMORANDUM AND ORDER

Pending before the Court is Plaintiffs Keith Howard, Tangell Pollard, Alvin L. Barrington, and Qiana Taylor's (collectively "Plaintiffs") *Motion for Entry of a Default Judgment Pursuant to Federal Rule of Civil Procedure 55(b)(2)* (the "Motion for Default Judgment").¹ (Docket No. 24). Plaintiffs seek to recover unpaid wages for Defendant Redline Global, LLC.'s ("Redline" or "Defendant") failure to pay overtime compensation pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., and the Puerto Rico Wage Payment Statute ("PRWPS"), P.R. Laws Ann. tit. 29 §§ 171, et seq., §§ 250, et seq., and §§ 271, et seq. (Docket No. 25).

United States Magistrate Judge Marshal Morgan held a Motion Hearing on the matter and requested that Plaintiffs provide revised

¹ On February 16, 2023, plaintiffs Garry Chaderton and Leslie Díaz filed a Notice withdrawing their FLSA Consent Forms and are thus not listed as Plaintiffs. (Docket No. 35).

damages calculations to remove any potential overlap in damages provided by federal and Puerto Rico law. (Docket Nos. 32 and 36). Plaintiffs promptly filed their revised calculations. (Docket No. 36).

Magistrate Judge Morgan issued a Report and Recommendation recommending that the *Motion for Default Judgment* be granted because, pursuant to the “economic reality” test, Plaintiffs were employees and Redline failed to pay them in accordance with the FLSA. (Docket No. 37 at 11). Furthermore, Magistrate Judge Morgan found that Plaintiffs revised damages calculations were reasonable, acceptable, and complied with the applicable law and thus recommended that damages be awarded to the Plaintiffs as follows:

Plaintiff	Total in Damages
Keith Howard	\$58,332.86
Tangell Pollard	\$170,496.00
Alvin L. Barrington	\$336,312.00
Qiana Taylor	\$38,070.00
Total Award	\$603,210.86

(Docket No. 37 at 14). Lastly, Magistrate Judge Morgan recommended that attorney’s fees and costs be awarded to Plaintiffs’ counsel, namely Frank J. Mazzaferro of Fitapelli & Schaffer, LLP (“F&S”) and Jane A. Becker-Whitaker of the Law Offices of Jane Becker. Id. at 15. Specifically, the Report and Recommendation recommends that (1) F&S be awarded **\$11,972.50** in attorney’s fees and **\$805.01** in

total costs; and (2) the Law Offices of Jane Becker be awarded **\$2,820.00** in attorney's fees. No objections were filed to the Report and Recommendation.

Having reviewed the record, the Court **ADOPTS** the Report and Recommendation at Docket No. 37 in its entirety and **INCORPORATES** it by reference to the present Memorandum and Order. Where, as here, the Report and Recommendation is very thorough, the Court "finds it unnecessary to 'write at length' to repeat what is 'a first-rate work product.'" Sanchez-Medina v. Unicco Serv. Co., 2010 WL 3955780, at *4 (D.P.R. 2010) (citing Lawton v. State Mut. Life Assu. Co. of Am., 101 F.3d 218, 220 (1st Cir. 1996); and In re San Juan Dupont Plaza Hotel Fire Litig., 989 F.2d 36, 38 (1st Cir.1993)).

In accordance with the above, the Court **GRANTS** Plaintiffs' *Motion for Default Judgment* at Docket No. 24 against Defendant Redline Global, LLC. Defendant Redline Global, LLC. is hereby **ORDERED** to pay the damages, attorney's fees, and costs as outlined above and in the Report and Recommendation at Docket No. 37.

IT IS SO ORDERED.

In San Juan, Puerto Rico this 28th day of April 2023.

S/ RAÚL M. ARIAS-MARXUACH
United States District Judge